

AGENDA REQUEST

Department, Organization
or Person Making Request

Board of Supervisors
Meeting Date

Topic Service Agreement between the County of Fauquier and the Fauquier County Fire and Rescue Association.

Attached is the proposed Services Agreement between the County and the Fauquier County Fire and Rescue Association. Pursuant to Title 27, Section 27-23.6 of the Code of Virginia, the proposed contract would assure the defense of sovereign immunity to all of the 11 of 13 companies who have already signed the Agreement. Additionally, the Agreement may afford the same sovereign immunity protection to the individual company members. The Agreement in its current form has been through many revisions and is a form used by Frederick County, Virginia and preferred by Fauquier County's Attorney. Although agreements have been a discussion item both before and after the September 28, 1989 Catlett-Amtrak accident, negotiations have been on-going and the document has had many forms. A volume detailing all the various forms is available in the County Administrators Office and the Office of Emergency Services. The same volume was distributed to all 13 Fire and Rescue Companies. At its July 7, 1992 meeting with the Board of Supervisors, the Association listed action on the Agreement as a priority item. After review by the County Administrator, the Agreement was distributed at the October meeting of the Public Safety Committee and Staff was directed to prepare the Agreement for presentation to the full Board of Supervisors. At the January meeting of the Public Safety Committee, the Agreement was approved for presentation to the full Board of Supervisors at the March 2, 1993 meeting.

Requested Action of the Board of Supervisors

Approve the attached resolution authorizing the Chairman of the Board of Supervisors to sign the Agreement.

Identify Any Other Departments, Organizations or Individuals That Would be Affected by This Request (Comments or Indication of Concurrence Must be Attached For All Identified Entities)

Legal Services

RESOLUTION

A RESOLUTION TO AUTHORIZE THE CHAIRMAN OF THE FAUQUIER COUNTY BOARD OF SUPERVISORS TO APPROVE THE AGREEMENT WITH THE FAUQUIER FIRE AND RESCUE ASSOCIATION AND ITS THIRTEEN (13) MEMBER COMPANIES FOR THE PROVISION OF FIRE, RESCUE, AND EMERGENCY SERVICES.

WHEREAS, the Fauquier County Board of Supervisors desires to have exemplary fire, rescue, and emergency services for its residents; and

WHEREAS, the Fauquier County Board of Supervisors recognizes the outstanding services of the volunteer fire and rescue companies; and

WHEREAS, the Fauquier County Board of Supervisors is committed to continued growth and improvement of its volunteer fire and rescue companies and assuring the safe and efficient provision of essential fire, rescue, and emergency services; and

WHEREAS, the Fauquier Fire and Rescue Association and its thirteen (13) member companies are committed to utilizing their personnel and resources to achieve the same goals; and

WHEREAS, the Fauquier Fire and Rescue Association and its thirteen (13) member companies are equipped to provide fire, rescue, and emergency services throughout the County to include fire services, emergency medical services, and hazardous materials response services; and

WHEREAS, the purpose of the Agreement is to provide a clear framework within which the Companies, the Association, and the County mutually operate to deliver fire, rescue, and emergency services to the public; now, therefore, be it

RESOLVED by the Fauquier County Board of Supervisors this 2nd day of March 1993, That the Chairman be, and he is hereby, authorized to sign the Agreement on behalf of the County of Fauquier; and, be it

RESOLVED FURTHER, That the Fauquier County Administrator and the Fauquier County Emergency Services Coordinator be, and they are hereby, directed to take those actions necessary to implement the Agreement and assure the County's responsibilities under the Agreement are fulfilled.

COUNTY OF FAUQUIER, VIRGINIA
FIRE AND RESCUE SERVICES AGREEMENT

I. Parties to the Agreement

The parties to this Agreement are as follows:

The County Board of Supervisors of Fauquier County, Virginia (hereafter referred to as the “County”), the Fauquier County Fire and Rescue Association (hereafter referred to as the “Association”) and Attachment C incorporated herein for a list of companies and addresses. Volunteer Fire and/or Rescue Company, Inc. (hereafter referred to as the “Companies”).

II. Background

The County and its volunteer fire and rescue companies have, for several decades, cooperated in order to provide exemplary fire and rescue services to the citizens of Fauquier County, Virginia. The County is committed to continued growth and improvement of its Volunteer Fire and Rescue Companies and assuring the safe and efficient provision of essential fire and rescue services. The Volunteer Fire and Rescue Companies are committed to utilizing their personnel and resources to achieve the same goals.

As growth within the County has continued, fire and rescue service demands have increased. This has created a need for the fire and rescue system within the County to evolve into a combination volunteer and career fire, rescue, and emergency service. In order to provide additional support to the Volunteer Companies, plan for future service needs, and provide management and supervision for career fire, rescue, and emergency personnel, the County has established as an agency of the County Government called the County of Fauquier Department of Fire and Emergency Services (hereafter referred to as “DFES”). The field employees of DFES are hereafter referred to as career fire, rescue, and emergency personnel. The head of the DFES shall be known as Chief. The Chief shall serve as the County’s representative on all fire, rescue, and emergency services issues and shall perform duties and responsibilities in accordance with the established job description which shall be Attachment A.

The County remains committed to maintaining a strong and viable volunteer fire and rescue system that is supplemented by career fire, rescue, and emergency services employees as needed. In accordance with VA Code Sec. 27-15.1, it is the intent of the parties to continue to allow the Companies to exercise authority in the process of answering alarms or operating at emergency incidents, and for the Chief to remain primarily an administrative Chief exercising authority answering alarms or operating at emergency incidents only in the absence of volunteer officers or by the request of the Companies’ Chiefs or officers.

This Agreement is intended to further enhance the partnership that exists between the County, Volunteer Companies, and the Association by providing greater clarity to the role and responsibility of each party and provides officer equality and administration

separation. This Agreement is also intended to support the mission to provide the most efficient and cost effective fire, rescue, and emergency services to the people of Fauquier County.

III. Purpose of the Agreement

The purpose of this Agreement is to provide a clear framework within which the Companies, Association, and County mutually operate to deliver fire, rescue, and emergency services to the public. This Agreement is also designed to address a number of specific areas of responsibility that have proven to be sources of conflict within combination career and volunteer fire, rescue, and emergency systems of other jurisdictions as they evolved. This document revises or supersedes any and all prior agreements, either written or verbal, entered into between these parties to the extent that the subject matter of any prior agreements is at variance with the subject matter of this document.

IV. Conditions of Agreement

It is agreed that each party to this Agreement acknowledges and respects the fact that each has a role in providing fire, rescue, and emergency services to the citizens of Fauquier County, Virginia. It is further agreed that the relationship between the County, Companies, Association, and all members and employees shall reflect an attitude of cooperation toward the achievement of effective and efficient fire, rescue, and emergency services for County citizens. It is intended that each party understand and respect the need for clear policy and procedure so that a common sense of expectations can be maintained. Since this Agreement cannot address every policy or procedural issue that may be encountered, it is understood that formal revisions of this Agreement will be required from time to time. Revisions may be made, in writing, by mutual agreement of the parties to be reviewed bi-annually.

V. Proviso

A. SERVICE RESPONSIBILITY AND COMMITMENT:

1. It is the responsibility of the Company to deliver emergency fire, rescue, and emergency services to the citizens of the designated response area of the Companies in accordance with County dispatch and response procedures established by the Association.
2. The Companies further agree to assist other County fire and rescue companies in delivering fire, rescue, and emergency services to the citizens of Fauquier County as needed, and in accordance with dispatch and response procedures established by the Association.
3. The Companies also agrees to provide assistance to other fire and rescue companies and governmental jurisdictions with which Fauquier County

has established mutual aid agreements, in accordance with County dispatch and response procedures established by the Association.

4. The Companies and the Association shall aggressively work to recruit, train, and maintain a viable Volunteer Fire and/or Rescue Company in accordance with all applicable laws, rules, and regulations of the Commonwealth of Virginia and the County of Fauquier, Virginia.
5. The Companies shall be responsible to provide and maintain a fire-rescue station and appropriate fire and rescue vehicles and equipment for the area serviced.

B. STATION STAFFING:

1. Volunteer personnel of the Companies shall, so far as possible, provide staffing 24 hours a day, seven days a week, as required for response to incidents. The Company shall ensure that volunteer personnel responding to incidents are trained and qualified in accordance with Federal, State or County requirements to perform required duties and that any required licenses or certifications are maintained.
2. Career employees of the DFES are permitted to participate as members of County Volunteer Fire and/or Rescue Companies during their off duty hours. In order to guard both the Volunteer Companies and the Fire and Rescue Association from potential conflicts of interest, all parties to this Agreement recognize the need to restrict the level of management participation in a volunteer company by County career employees. It is agreed that career employees of the DFES shall not be permitted to serve as Operational Officers, Administrative Officers or Fire and Rescue Association Representatives.
3. The Chief of DFES shall be responsible for making station assignments of career personnel. The Chief's decisions on personnel to be assigned to volunteer stations shall be made in consultation with the volunteer leadership of the applicable company, the fire and rescue chiefs and the Association. The Chief, in consultation with the Fauquier County Fire and Rescue Association, shall have the right to reassign career personnel whenever it is deemed necessary. In all matters of personnel assignments and station coverage, primary consideration shall be given to the minimum staffing requirements and public safety needs.

See Attachment B known as SOP # 1.32

C. SELECTION AND ASSIGNMENT OF CAREER PERSONNEL:

1. As the legal employer, the County shall have full responsibility for the processing and selection of career employees of DFES. The single

screening and selection process, developed by the County, shall be used to employ career personnel.

2. The Chief of DFES shall ensure that basic job descriptions and employment qualifications, as well as, the screening and selection process for career personnel yield employees that will adequately serve the needs of the volunteer companies and the public.

Volunteer Company participation in development of the requirements and procedures used, shall be solicited through the Fauquier County Fire and Rescue Association.

D. EMPLOYEE SUPERVISION AND EVALUATION

1. As employees of DFES, career personnel are ultimately responsible to the Chief of DFES.
2. Day to day operation of the Company shall rest with the Company Chief in coordination with the area supervisor and career staff. Operations shall be of a nature consistent with the public safety mission of the Company.
3. Career personnel shall be subject to the authority of the Company Chief or his designee and the applicable standards and procedures of the company when on the incident scene.
4. The DFES reserves the right to utilize career personnel for projects or other work related assignments. Every effort shall be made to ensure that a balance is maintained between Companies, County, and Specific Department priorities and goals such as maintaining the minimum staffing requirements.
5. The DFES shall be responsible for formal performance evaluations of career service employees, as required under County Personnel Policies. Evaluations of employees assigned to Volunteer Companies shall be completed with input from area chiefs.
6. Disciplinary actions required for career employees must be administered by the DFES Chief. Formal complaints concerning employee behavior or performance must be forwarded from the Company Chief to the DFES Chief via the applicable chain of command, in writing, for official investigation. As a part of the personnel process, any complaint must remain confidential between all parties connected with the complaint.
7. Formal employee complaints concerning issues related to the Volunteer Company must be forwarded from the employee via the applicable chain of command to the DFES Chief and applicable Company Chief(s), in writing, for official investigation. Grievance procedures will be available

to all career employees pursuant to County Personnel Policies. As a part of the personnel process, any complaint must remain confidential between all parties connected with the complaint.

E. FACILITIES AND WORK ENVIRONMENT

1. Volunteer and career personnel have the right to an adequate, clean and safe work environment that is conducive to productive performance and good morale among co-workers and the organizations. As the party responsible to provide and maintain the fire/rescue station, it is the Company's responsibility to provide and maintain structurally safe and healthful work place that meets all applicable code requirements for occupancy.
2. The facility shall have and maintain potable water, working plumbing, adequate ventilation, heating, cooling, lighting, and trash removal. Any deficiencies to these basic utilities shall be corrected in the most expedient manner possible.
3. In addition to the basic service utilities, the Company shall provide and maintain the following items to provide for the personal needs of career service employees during the workday:
 - Refrigerator
 - Stove and/or microwave oven
 - Space for personal lockers (County will provide lockers)
 - Furnished rest area/lounge
 - Shower facility
 - File space (County will provide file cabinets)
 - Protective clothing storage
 - Phone credit card (County will provide phone credit cards)
4. Station maintenance and major repair is the responsibility of the Companies. Career personnel will participate in light cleaning and minor repair of the station and grounds so as to maintain good order. General custodial duties shall be shared equally by volunteer and career personnel.

F. APPARATUS AND EQUIPMENT

1. As the registered owner of the station's apparatus and equipment, the Companies agree to authorize career employees of the Department to drive, operate and utilize same, providing its operation and use is in accordance with established Company procedures and such Company vehicle operation is approved by each Company Chief. The Company Chief, or his designee, shall be responsible for providing full orientation

training to all new career personnel assigned to the station on the proper operation and use of Company apparatus and equipment.

2. The Companies recognize that in addition to emergency response, its apparatus and equipment, as needed, will be used by career personnel to perform routine duties such as physical fitness training, Public Fire and Rescue Safety Education Programs, fire prevention inspections, Fire and EMS training, pre-fire planning, mapping, recruitment and retention of personnel, etc. All Company apparatus uses are subject to the approval of the respective Company Chief.
3. It is the responsibility of the Company to maintain all apparatus and equipment, that is in service, in proper safe working order.
4. Daily Fire and EMS apparatus and equipment inspections and testing shall be performed by career personnel to ensure operational readiness on a schedule to be determined by each Company Chief. Deficiencies found shall be noted and reported to the appropriate Company Officer.
5. The Company agrees that all apparatus and equipment to be used by County Personnel will conform to all applicable standards including those required by local, state, and federal law.

G. TRAINING

1. Career service personnel job descriptions shall require career personnel to maintain knowledge and skill proficiency through an in-station training program. Volunteer personnel who are available during hours the station is staffed by career personnel are encouraged to participate in the in-station training.
2. The DFES will assist Volunteer Companies with their station training program as available and requested. The DFES will also assist with the development of countywide courses that will be coordinated through the County Fire and Rescue Association Training Committee.
3. From time to time, the DFES may send career personnel to special training programs while on duty. When this occurs, minimum staffing will be maintained per the approved SOP.

H. FUNDING

1. As the governing body responsible for the overall provision of Fire and Rescue Services, the County recognizes its obligation to provide financial assistance to the Volunteer Companies that have accepted responsibility for actual service delivery to the citizens.

2. The Code of Virginia (1950), as amended, enables local government to make both donations and loans to Volunteer Fire and Rescue Companies. Based on this authority, the County intends to make public funds available to Volunteer Companies, subject to appropriations, to support the public safety mission.
3. Monetary contributions made to the Companies, by the County, shall be appropriated through the annual County budget process. Funding allocated to individual Companies, shall be consistent with a funding formula that has been mutually agreed to by the County and the Volunteer Fire and Rescue Association.
4. Should the County choose to make loans available to Volunteer Companies, such loans shall be subject to appropriations and made in accordance with contractual procedures promulgated by the County and all applicable laws and regulations.
5. The County is authorized under the Code of Virginia to receive voluntary contributions to public services from developers as part of the zoning process. The County recognizes that proffers to aide in providing fire and rescue services should be included in discussions with zoning applicants. Fire and Rescue proffer policies shall be developed in conjunction with the Volunteer Fire and Rescue Association.
6. Under law, the County is required to ensure that public funds, which it disburses, are expended properly for the intended purpose. Each company that receives public funds provided from Federal, State, or local government sources shall maintain records of receipt and expenditure of such funds so as to document proper use of said funds for the intended purposes. The County shall have the right to audit the records of expenditure of public funds by the Company and the Association if deemed necessary.
7. Receipt of funds by a Company shall not in any way affect the Company's right to solicit or raise money locally from the community, providing such local fund raising activities are conducted within the bounds of applicable laws or regulations.
8. During the County's annual budget process, individual companies may make requests for special appropriations. Such requests shall be forwarded through the Fire and Rescue Association.

I. INSURANCE AND LIABILITIES

1. The County shall provide insurance or a program of self-insurance, which shall cover damage or loss to real or personal property caused by simple acts or omissions by any Company or career service employees.

2. The County shall provide insurance or a program of self-insurance, which shall cover injury or death suffered during the performance of authorized duties by respective Company members or career service employees. Such insurance shall include benefits for medical expenses, coverage for lost wages to disability, and survivor benefits due to loss of life. The specific limits of such coverages shall be determined by the County after consultation with the Volunteer Fire and Rescue Association to approve the specific coverages and limits for (1) Health/Accident and Disability Insurance, (2) Worker's Compensation, (3) Vehicle/Equipment Insurance, (4) Liability Insurance, and (5) Building/Property Insurance.
3. Each party shall participate in a risk prevention program to minimize liability of death or injury to personnel and damage or loss of property.

J. MODIFICATION AND TERMINATION OF AGREEMENT

1. This Agreement supersedes all prior conflicting oral or written contracts, memorandums of understanding, or other agreements between or among the parties.
2. This Agreement can only be amended or modified by a document, in writing, signed by all parties hereto.
3. This Agreement may be terminated by any party only upon six (6) months written notification to all other parties.
4. Should the Association dissolve its organization by its own act, or should the Company be dissolved due to its failure to comply with required laws or regulation, this Agreement shall automatically terminate.
5. This Agreement shall come into effect when signed by all executing parties and shall remain in effect, and bind the parties subject to modifications as described above.
6. Notwithstanding any other provisions of this Agreement to the contrary, after the effective date of this Agreement, the County shall be obligated hereunder for the obligations contained herein only insofar as and to the extent that the governing body of the County shall appropriate monies for such purposes.
7. In the event any one or more of the provisions contained in this agreement is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if, such invalidity, illegality, or unenforceability had not been contained herein.

8. This Agreement shall remain in effect for a period of 24 months from its date of execution, and will be reviewed at the expiration of that time period by the County, the Association, the Company Chiefs, and Presidents as appropriate. Modifications may also be made during the 24-month period on such terms as the parties may agree in writing.

ATTACHMENT A

ESSENTIAL JOB ELEMENTS FOR THE POSITION OF CHIEF OF THE COUNTY OF FAUQUIER DEPARTMENT OF FIRE AND EMERGENCY SERVICES:

- Whereas the name of the county's emergency services agency and agency head has changed to the Department of Fire and Emergency Services with a "Career Chief" as the agency head, the purpose and intent of authority has not and will not alter, in any way, the authority or response areas of each individual Volunteer Fire and/or Rescue Company/Department or its respective Chief or Chief's designee, within Fauquier County.
- The Chief of the "County of Fauquier Department of Fire and Emergency Services" shall, pursuant to the Code of Virginia 27-6.1, act as the head of that agency only, and not assume any responsibility or direction of any of the Volunteer Fire and/or Rescue Companies/Departments, except as defined in section II of the Fire and Rescue Services Agreement.
- Pursuant to Title 27, Chapter 3, as appointed by the County Board of Supervisors, the Career Chief is the appointed "Fire Official/Fire Marshal"
- Works with the Fire and Rescue Association as needed in planning, budgeting, recruiting, training and assisting in the deployment of major events such as hazardous materials emergencies and/or other environmental hazards
- The Career Chief is required to maintain his ALS certification.
- The Career Chief and his designees will follow the approved incident command system standard operational procedures of record as approved by the Fire and Rescue Association.
- Administrative practices pertaining to the career personnel will be managed according to the Fauquier County Code and Human Resources policies by the Career Chief or his designated officers.
- As is consistent with agencies of most other counties, the Career Chief will also be designated the Emergency Services Coordinator pursuant to the Code of Virginia title 44, "Emergency Services and Disaster Laws". This is a paper title, which is maintained in reference and practice by the Virginia Department of Emergency Management. Per the EOP (Emergency Operations Plan) in times of disaster the Chief will manage the EOC (Emergency Operations Center) to support the Fire and Rescue personnel with all requested resources, funding, evacuation and cost recovery. It is the duty of the Career Chief to maintain an updated EOP.
- The Career Chief, in consultation with the Fire and Rescue Association and its applicable member Companies, works with the County's Department of Community Development to review site plans as related to fire and emergency services needs.
- Prepares and administers the departmental budget request and maintain a variety of records, CAD mapping and serves as the administrator of the computer records management system

ATTACHMENT B

FAUQUIER COUNTY FIRE-RESCUE ASSOCIATION and EMERGENCY SERVICES		
Standard Operations and Procedures		
Minimum Staffing		
SOP Number 1.32		
Written By: Philip Myer	Approved by F&R President:	Reviewed by ESC:
Date: 07/2002	Date:	Date:
Implementation Date: September 3, 2002		

A. PURPOSE

To provide guidelines for the most effective and consistent staffing of emergency response personnel

B. BACKGROUND

Since the inception of the Office of Emergency Services career response program, there has not been a mandatory minimum personnel staffing plan. Only as of this year's budget outcome, will there be sufficient personnel to accomplish this goal.

C. OBJECTIVES

As time progresses and personnel numbers increase, this SOP will need to be reviewed annually and updated as needed.

The Captain, or the Operations commander, shall maintain a staffing schedule to include the use of part time temporary personnel and volunteers to maintain **four** staffed positions in each area as follows :

1. While the normal personnel assigned to each area is six, each area (i.e. North, Central, South) will have:
 - a. One station on a 12 hour shift (0600 to 1800 hrs) requiring three personnel to provide two positions five days per week
 - One of these positions will be an Engine Driver Operator approved by the Company's Chief
 - The second position will be an ALS provider to the extent possible
 - b. The second station will be assigned two personnel, 10.5 hours per day, four days per week where each station will be unstaffed one day per week on a regular rotating basis for Tuesday, Wednesday, and Thursday, respectively
 - One of these positions will be an Engine Driver Operator approved by the Company's Chief
 - The second position will be an ALS provider to the extent possible
 - c. There will be three supervisor/response units staffed 10 ½ hours per day, five days per week, but stagger the shift times so there is always a supervisor on duty between 0600 and 1800 hours. This will be accomplished by assigning four personnel (lieutenants) to this rotation. This configuration also establishes a one

- d. person overstaffing one day per week to cover a vacancy, leave or to work on special projects such as training or strategic preplanning.

D. PROCEDURES

1. In considering sick/annual/educational leave the following procedures will apply:
 - a. When a part time temporary employee or volunteer is unable to commit to staffing a position, the area supervisor will fill the vacancy from either station. In doing so, the unit on which the supervisor is staffing will transfer within the applicable area as necessary to conduct operational and administrative duties.

Example: Station 7 has a vacancy due to sick leave. The South Lieutenant will ensure that Station 7 has two personnel staffing it. If he needs to meet with Station 2's personnel, he may do so by taking the staffed unit from station 7/12 and meet with Station 2's personnel at a midway point such as Bealeton or Lois. If during the course of the day, a part time temporary employee or a volunteer can commit to staffing, then the Lieutenant may resume his duties from his response unit.

- b. In the event that someone is on annual leave in one area and another employee from that area calls in sick and no part time employees or volunteers are available, one employee will be transferred from an adjoining area if it is staffed with 5 personnel to maintain the minimum staffing.

ATTACHMENT C

K. EXECUTING PARTIES

Chief, Warrenton Volunteer Fire Company

Date

President, Warrenton Volunteer Fire Company

Date

Chief, Remington Volunteer Fire & Rescue Company

Date

President, Remington Volunteer Fire & Rescue Company

Date

Chief, Marshall Volunteer Fire Company

Date

President, Marshall Volunteer Fire Company

Date

Chief, The Plains Volunteer Fire & Rescue Company

Date

President, The Plains Volunteer Fire & Rescue Company

Date

Chief, Upperville Volunteer Fire Company

Date

President, Upperville Volunteer Fire Company

Date

Chief, Warrenton Volunteer Rescue Squad

Date

President, Warrenton Volunteer Rescue Squad

Date

Chief, Catlett Volunteer Fire Company

Date

President, Catlett Volunteer Fire Company

Date

Chief, Goldvein Volunteer Fire & Rescue Company

Date

President, Goldvein Volunteer Fire & Rescue Company

Date

Chief, Marshall Volunteer Rescue Squad

Date

President, Marshall Volunteer Rescue Squad

Date

Chief, New Baltimore Volunteer Fire & Rescue Company

Date

President, New Baltimore Vol. Fire & Rescue Company

Date

Chief, Orlean Volunteer Fire Company

Date

President, Orlean Volunteer Fire Company

Date

Chief, Cedar Run Volunteer Rescue Squad

Date

President, Cedar Run Volunteer Rescue Squad

Date

Chief, Lois Volunteer Fire Company

Date

President, Lois Volunteer Fire Company

Date

Chief, County of Fauquier Department of Fire and Emergency Svcs

Date

President, Fauquier County Fire and Rescue Service

Date

Chairman of Fauquier County Board of Supervisors

Date

Fauquier County Administrator

Date